

A. G. Contract No. KR88-0712-TRD  
ECS File: IGA-88-19  
Section: Alternative Fuels

INTERGOVERNMENTAL AGREEMENT

BETWEEN  
THE ARIZONA DEPARTMENT OF TRANSPORTATION  
AND  
THE ARIZONA BOARD OF REGENTS  
FOR AND ON BEHALF OF  
ARIZONA STATE UNIVERSITY

THIS AGREEMENT is entered into as of the 17th day of November, 1988 between the ARIZONA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as "ADOT") and the ARIZONA BOARD OF REGENTS, for and on behalf of Arizona State University (hereinafter referred to as "ASU").

I. RECITALS

1. ADOT is empowered by A.R.S. §§ 11-952 and 28-114 to enter into this Agreement, and the undersigned is authorized to execute this Agreement on behalf of ADOT.
2. ASU is empowered by A.R.S. § 15-1625 to enter into this Agreement, and the undersigned is authorized to execute this Agreement on behalf of ASU.
3. The 38th Legislature in the first regular session of 1987 passed Senate Bill 1360, which authorized among other things an appropriation in the sum of \$400,000 from the Air Quality Fund to ADOT for the purpose of converting state motor vehicles to use compressed natural gas and liquid propane and for the clean burning fuel pilot project.
4. ADOT currently has underway a pilot project relating to clean burning fuels and has estimated that said program will cost \$102,000.

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FILED WITH SECRETARY OF STATE

NO. \_\_\_\_\_  
Date Filed \_\_\_\_\_

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SECRETARY OF STATE

NO. 13500

FILED WITH SECRETARY OF STATE

Date Filed 11-22-88

Jim Shannon

Secretary of State

By

A. J. Vermillion

5. ASU has vehicles available at the Arizona State University Motor Pool that are appropriate for conversion to natural gas as provided by Senate Bill 1360; and ASU has a site available for installation of required fueling facilities.

THEREFORE, the parties hereto agree as follows:

## II. SCOPE OF WORK

1. ADOT with assistance from ASU will prepare requests for proposals (the "RFP's") for both the conversion of certain Arizona State University vehicles (as selected by ASU) to natural gas and the construction of the required fueling facility on the Arizona State University campus in Tempe, Arizona (both the conversion and the construction work are collectively referred to herein as the "Work"). The RFP's shall not be issued until approved by ASU.

2. ADOT and ASU will jointly select the vendors and contractors to perform the Work.

3. ADOT will award contracts to those vendors and contractors jointly selected by ADOT and ASU for performance of the Work, monitor the contracts to their completion, and make periodic payments to the vendors and contractors. All contracts awarded by ADOT shall be in form and substance acceptable to ASU.

4. ASU will oversee and supervise the conversion of the selected vehicles to compressed natural gas and the construction of the fueling facility, and will approve payments to the vendors and contractors performing the Work.

5. The fueling facility shall be constructed at a location designated by ASU on its campus in Tempe, Arizona, in accordance with such plans and specifications therefor as are approved by ASU.

6. ADOT shall be responsible for paying all costs and expenses associated with the Work, which costs and expenses are anticipated to be \$298,000. ASU shall not be responsible for the payment of any costs or expenses of the Work. Notwithstanding anything to the contrary herein, any change orders made under the contracts for the construction of the fueling facility shall require the written approval of both ADOT and ASU.

7. The fueling facility to be constructed pursuant hereto and the vehicles converted pursuant hereto shall be the property of ASU, and ADOT shall have no right, title or interest therein. ADOT hereby assigns to ASU all warranties ADOT may have with respect to the Work, the fueling facility and the converted vehicles. ASU shall have all ADOT's rights with respect to such warranties and the right to directly enforce any and all such warranties. ADOT agrees to execute any such further

documentation as may be reasonably requested by ASU to implement the purpose and intent of this paragraph.

8. ADOT shall assure that all contractors and vendors selected to perform the Work provide ASU with performance and payment bonds in the full amount of the costs of the Work, issued by a surety acceptable to ASU, naming ASU as an obligee, and complying with A.R.S. § 41-2574.

9. ASU shall at its own cost be responsible for all future maintenance responsibilities for both the converted vehicles and the fueling facility after the Work is complete.

### III. MISCELLANEOUS PROVISIONS

1. This Agreement shall remain in force and effect until completion of the Work unless sooner terminated by either party upon thirty days' prior written notice to the other party. Notwithstanding anything to the contrary herein, once construction of the fueling facility has commenced, neither party may terminate this Agreement until such time as construction of the fueling facility is complete.

2. This Agreement shall become effective upon the filing hereof with the Secretary of State.

3. This Agreement may be cancelled by the governor in accordance with A.R.S. § 38-511.

4. If this Agreement is terminated pursuant to either paragraph 1 or 3 of this Article III, ASU will be compensated for all work performed by it up to the time of termination, and ADOT shall be responsible for making any remaining payments due to the contractors or vendors performing the Work.

5. The provisions of A.R.S. § 35-214 are applicable to this Agreement.

6. Both parties acknowledge that the contracts to be entered into by ADOT with the contractors and vendors for the performance of the Work will be subject to the Arizona Procurement Code (Chapter 23, Article 1, General Provisions A.R.S. § 41-2501, et. seq.), and shall comply with the requirements of this Agreement.

7. In the event of any controversy which may arise out of this Agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in A.R.S. § 12-1518(B) and (C).

8. Attached hereto and incorporated herein by reference is an Intergovernmental Agreement Determination executed by counsel for ADOT and ASU, respectively, in accordance with the requirements of A.R.S. § 11-952.

IN WITNESS WHEREOF, the parties have executed this Agreement, in duplicate originals, as of the day and year first above written.

ARIZONA BOARD OF REGENTS,  
for and on behalf of  
Arizona State University

ARIZONA DEPARTMENT OF  
TRANSPORTATION

By Victor Zafra  
VICTOR ZAFRA  
Vice President for Business  
Affairs,  
Arizona State University

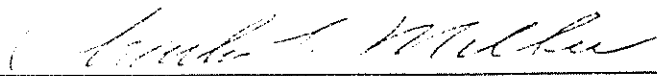
By Charles L. Miller  
CHARLES L. MILLER  
Director

08195

RESOLUTION

BE IT RESOLVED on this 4<sup>TH</sup> of March 1988 that I, Charles L. Miller, as Director of the Arizona State Department of Transportation, have determined that it is in the best interests of the State of Arizona for the Department of Transportation to enter into an Intergovernmental Agreement with the Arizona State University concerning the conversion of ASU vehicles to compressed natural gas under the provisions of Senate Bill 1360, passed in the first regular session of the 38th Legislature, 1987.

THEREFORE, authorization is hereby given to draft said Agreement.

  
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CHARLES L. MILLER, Director  
Arizona State Department of Transportation

CLM:vn

CERTIFICATION


STATE OF ARIZONA     )  
                                  )  
County of Maricopa    )

I, JUDY E. GARZA, the duly appointed, qualified and acting Secretary to the Arizona Board of Regents, do hereby certify that during a regular meeting of said Board held on February 19, 1988, the Board, by motion duly made, seconded and carried, approved and authorized the following:

Agreement between the Arizona Board of Regents, for and on behalf of Arizona State University, and the Arizona Department of Transportation (ADOT) for transfer of funding to provide a compressed natural gas fueling facility and conversion of vehicles for alternate fuel use in the amount of \$298,000.

I further certify that said meeting was duly called and regularly convened and was attended throughout by a majority of the members of said Board, and that approval has not since been altered or rescinded.

IN WITNESS WHEREOF, I have hereunto set my hand and the Seal of said Board this 4th day of March, 1988.

  
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JUDY E. GARZA  
Secretary to the  
Board of Regents

INTERGOVERNMENTAL AGREEMENT DETERMINATION

In accordance with A.R.S. § 11-952, the foregoing Agreement by and between the Arizona Department of Transportation ("ADOT") and the Arizona Board of Regents, for and on behalf of Arizona State University ("ASU"), has been reviewed by the undersigned who have determined that said Agreement is in proper form and is within the powers and authority granted to each respective public body.

For ADOT:

Dated this 22<sup>nd</sup> day of  
November, 1988

ROBERT K. CORBIN,  
Attorney General

For ASU:

Dated this 17<sup>th</sup> day of  
November, 1988

By:

Graham Alex Turner, Jr.  
Graham Alex Turner, Jr.  
Assistant Attorney General

Barbara L. Huls  
Barbara L. Huls  
Associate General Counsel  
Arizona State University

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